

SECTION B - SUPPLIES OR SERVICES AND PRICES/DISCOUNTS

B.1 Services and Prices/Costs

The Contractor shall perform this Delivery Order at the costs/prices stated herein and in accordance with the Requirements Document (RD) and referenced sections of the GSA Smart Access Common ID contract.

B.2 Project Costs per GSA Contract Rates

ITEM	SUPPLIES OR SERVICES	Hours	Unit Price	Total Amount
0001	Planning	See Table Below	See Table Below	See Table Below
0002	Design and Development	See Table Below	See Table Below	See Table Below
0003	Installation and Training	See Table Below	See Table Below	See Table Below
0004	Operations	See Table Below	See Table Below	See Table Below
0005	Post Prototype Support	See Table Below	See Table Below	See Table Below
0006	Material and Other Direct Costs in support of Items 0001 – 0005	N/A	N/A	\$TBD
1001	Option 1: Sustainment Mode of Prototype Operations	See Table Below	See Table Below	See Table Below

This effort will be performed on a fixed price labor hour basis as follows:

Items 0001 through 0005 will be performed in accordance with the following labor categories and fixed-price labor rates:

<u>Category</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
A			
B	<i>Information to be inserted upon award</i>		
C			
D			
Etc.			

Item 0006 will be performed on a cost-reimbursement basis.

Option Item 1001 will be performed in accordance with the following labor categories and fixed price labor rates:

<u>Category</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
A			
B	<i>Information to be inserted upon award</i>		
C			
D			
Etc.			

SECTION C – DESCRIPTION/SPECIFICATIONS/REQUIREMENTS DOCUMENT

The supplies/services described herein are in support of Phase III of the Transportation Worker Identification Credential (TWIC) program. The purpose of Phase III is to demonstrate, validate and evaluate the utility of the TWIC integrated solution and detect and resolve weaknesses before proceeding to Phase IV Implementation Phase. Phase III will also ensure the necessary infrastructure and groundwork is laid to facilitate transition to Phase IV Implementation Phase.

See the attached Requirements Document (RD) (Attachment A) for a detailed description of Delivery Order requirements.

SECTION D – PACKAGING AND MARKING

Section D of the GSA Common Access Identification Card contract is applicable for this Delivery Order and is hereby incorporated by reference.

SECTION E – INSPECTION AND ACCEPTANCE

Section E of the GSA Common Access Identification Card contract is applicable for this Delivery Order and is hereby incorporated by reference.

SECTION F – DELIVERY OR PERFORMANCE

Section F of the GSA Common Access Identification Card contract is applicable for this Delivery Order and is hereby incorporated by reference, except for the following changes.

F.3 Period of Delivery Order Performance and Performance Location

The period of performance of this Delivery Order is for seven (7) months Delivery Order award with an option for up to four (4) additional months.

F.4 Delivery Order Schedule and Milestone Dates

Section 5 of the Requirements Document contains a list of required deliverables, delivery order schedule and milestone dates. All written deliverables (written material; spreadsheets; and briefings) will be prepared using the version of Microsoft Office Suite (Word, Excel, Power Point) in use by TSA at the time of delivery.

All deliverables shall be addressed to the Contracting Officer's Technical Representative (COTR) identified in Section G.

Periodic meetings may be held on-site at TSA Headquarters and/or at other Government-provided facility (ies) in the general vicinity of TSA Headquarters or a mutually agreed upon site. TSA Headquarters is located at the following address:

601 South 12th Street
Arlington, VA 22202

F.7 Place(s) of Delivery

Performance locations will include transportation facilities located in each of the following regions:

- a. East- Delaware River and Bay and Long Island, NY (MacArthur Field)
- b. West - Los Angeles / Long Beach and Port of Oakland
- c. Florida – State’s 14 deepwater ports and Florida Department of Highway Safety and Motor Vehicles

The participating facilities may include a variety of transportation modes, to include Rail, Pipeline, Maritime, Trucking, Mass Transit, and Aviation. Total estimated population is approximately 200,000. A Prototype Site Matrix is provided at Attachment B for additional details.

F.12 Notice(s) Regarding Late Delivery

All notices regarding late delivery shall be sent to the COTR with a copy to the Contracting Officer.

SECTION G. CONTRACT ADMINISTRATION DATA

Section G of the GSA Common Access Identification Card contract is applicable for this Delivery Order and is hereby incorporated by reference, except for the following changes.

G.2 Invoice Submission

1. Invoices shall contain the information required by the Prompt Payment clause, including the contract number and period of performance. Contractors shall submit their invoice to the following address:

Transportation Security Administration
601 South 12th Street
Mail Stop RT-14A
Arlington, VA 22202

2. The COTR is responsible for verifying and certifying that the items or services have been inspected, accepted, and/or meet the requirements of the Delivery Order.

G.4 Contracting Officer

The Contracting Officers (CO) for this contract are:

Libby Waldman Strugatch
Office of Acquisition, TSA – 25
Transportation Security Administration
601 South 12th Street
Arlington, VA 22202
Phone: (571) 227-1601
Email: libby.waldmanstrugatch@dhs.gov

Holly Hamilton Bolger
Office of Acquisition, TSA – 25
Transportation Security Administration
601 South 12th Street
Arlington, VA 22202
Phone: (571) 227-3036
Email: holly.bolger@dhs.gov

G.6 Contracting Officer's Technical Representative

The following clause from the TSA Acquisition Management System (TSAAMS) is incorporated in the Delivery Order.

(a) The Contracting Officer may designate other Government personnel (known as the Contracting Officer's Technical Representative) to act as his or her authorized representative for contract administration functions which do not involve changes to the scope, price, schedule, or terms and conditions of the contract. The designation will be in writing, signed by the Contracting Officer, and will set forth the authorities and limitations of the representative(s) under the contract. Such designation will not contain authority to sign contractual documents, order contract changes, modify contract terms, or create any commitment or liability on the part of the Government different from that set forth in the contract.

(b) The Contractor shall immediately contact the Contracting Officer if there is any question regarding the authority of an individual to act on behalf of the Contracting Officer under this contract.

(End of Clause)

The Contracting Officer's Technical Representative (COTR) for this contract is:

Edwin Bowers
Credentialing Program Office, TSA-19
Transportation Security Administration
601 South 12th Street
Arlington, VA 22202
Phone: (571) 227-1487
Email: Edwin.bowers@dhs.gov

SECTION H – SPECIAL CONTRACT REQUIREMENTS

Section H of GSA Common Access Identification Card Contract is applicable to this Delivery Order and is hereby incorporated by reference, except for the changes as indicated below:

H.1 The following clauses from the TSA Acquisition Management System (TSAAMS) are incorporated in the Delivery Order:

H.1.1. –TSAAMS - 3.8.2-17 Key Personnel and Facilities (February 2003)

- (a) The personnel and/or facilities as specified below are considered essential to the work being performed hereunder and may, with the consent of the contracting parties, be changed from time to time during the course of the contract.

- (b) Prior to removing, replacing, or diverting any of the specified personnel and/or facilities, the Contractor shall notify in writing, and receive consent from, the Contracting Officer reasonably in advance of the action and shall submit justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on this contract.
- (c) No diversion shall be made by the Contractor without the written consent of the Contracting Officer.
- (d) The key personnel and/or facilities under this contract are:

[List key personnel and/or facilities]

(End of Clause)

H.1.2. – TSAAMS - 3.1.7-3 Organizational Conflict of Interest (February 2003)

The policy of the TSA is to avoid contracting with contractors who have unacceptable organizational conflicts of interest. An organizational conflict of interest means that because of existing or planned activities, an Offeror or contractor is unable or potentially unable to render impartial assistance to the agency, or has an unfair competitive advantage, or the Offeror or contractor's objectivity is, or might be, impaired.

(a) It is not the intention of the TSA to foreclose a vendor from a competitive acquisition due to a perceived OCI. TSA Contracting Officers are fully empowered to evaluate each potential OCI scenario based upon the applicable facts and circumstances. The final determination of such action may be negotiated between the impaired vendor and the Contracting Officer. The Contracting Officer's business judgment and sound discretion in identifying, negotiating, and eliminating OCI scenarios should not adversely affect the TSA's policy for competition. The TSA is committed to working with potential vendors to eliminate or mitigate actual and perceived OCI situations, without detriment to the integrity of the competitive process, the mission of the TSA, or the legitimate business interests of the vendor community.

(b) Mitigation plans. The successful contractor will be required to permit a Government audit of internal OCI mitigation procedures for verification purposes. The TSA reserves the right to reject a mitigation plan, if in the opinion of the Contracting Officer, such a plan is not in the best interests of the TSA. Additionally, after award the TSA will review and audit OCI mitigation plans as needed, in the event of changes in the vendor community due to mergers, consolidations, or any unanticipated circumstances that may create an unacceptable organizational conflict of interest.

(c) Examples of conflict situations. The following examples illustrate situations in which questions concerning organizational conflicts of interest may arise. They are not all-inclusive, but are intended to help the Contracting Officer apply general guidance to individual contract situations:

- (1) Unequal Access to Information. Access to "nonpublic information" as part of the performance of a TSA contract could provide the contractor a competitive advantage in a later competition for another TSA contract. Such an advantage could easily be perceived as unfair by a competing

vendor who is not given similar access to the relevant information. If the requirements of the TSA procurement anticipate the successful vendor may have access to nonpublic information, all vendors should be required to submit and negotiate an acceptable mitigation plan.

(2) Biased Ground Rules. A contractor in the course of performance of a TSA contract has in some fashion established a "ground rules" for another TSA contract, where the same contractor may be a competitor. For example, a contractor may have drafted the statement of work, specifications, or evaluations criteria of a future TSA procurement. The primary concern of the TSA in this case is that a contractor so situated could slant key aspects of procurement in its own favor, to the unfair disadvantage of competing vendors. If the requirements of the TSA procurement anticipate the successful vendor may be in a position to establish important ground rules, including but not limited to those described herein, the successful vendor should be required to submit and negotiate an acceptable mitigation plan.

(3) Impaired objectivity. A contractor in the course of performance of a TSA contract is placed in a situation of providing assessment and evaluation findings over itself, or another business division, or subsidiary of the same corporation, or other entity with which it has a significant financial relationship. The concern in this case is that the contractor's ability to render impartial advice to the TSA could appear to be undermined by the contractor's financial or other business relationship to the entity whose work product is being assessed or evaluated. In these situations, a "walling off" of lines of communication may well be insufficient to remove the perception that the objectivity of the contractor has been tainted. If the requirements of the TSA procurement indicate that the successful vendor may be in a position to provide evaluations and assessments of itself or corporate siblings, or other entity with which it has a significant financial relationship, the affected contractor should provide a mitigation plan that includes recusal by the vendor from the affected contract work. Such recusal might include divestiture of the work to a third party vendor.

(d) Disclosure by Offerors or contractors participating in TSA acquisition.

(1) Offerors or contractors should provide information which concisely describes all relevant facts concerning any past, present or currently planned interest, (financial, contractual, organizational, or otherwise) relating to the work to be performed and bearing on whether the Offeror or contractor has a possible OCI.

(2) If the Offeror or contractor does not disclose any relevant facts concerning an OCI, the Offeror or contractor, by submitting an offer or signing the contract, warrants that to its best knowledge and belief no such facts exist relevant to possible OCI.

(e) Remedies for nondisclosure. The following are possible remedies should an Offeror or contractor refuse to disclose, or misrepresent, any information regarding a potential OCI:

(1) Refusal to provide adequate information may result in disqualification for award.

(2) Nondisclosure or misrepresentation of any relevant interest may also result in the disqualification of the Offeror for award.

(3) Termination of the contract, if the nondisclosure or misrepresentation is discovered after award.

(4) Disqualification from subsequent TSA contracts.

(5) Other remedial action as may be permitted or provided by law or in the resulting contract.

(End of Clause)

H.1.3 – TSAAMS - 3.9.1-1 Contract Disputes (February 2003))

(a) All contract disputes arising under or related to this contract shall be resolved through the Transportation Security Administration (TSA) dispute resolution system at the FAA Office of Dispute Resolution for Acquisition (ODRA) and shall be governed by the procedures set forth in 14 C.F.R. Parts 14 and 17, which are hereby incorporated by reference. Judicial review, where available, will be in accordance with 49 U.S.C. 46110 and shall apply only to final agency decisions. A contractor may seek review of a final TSA decision only after its administrative remedies have been exhausted.

(b) The filing of a contract dispute with the ODRA may be accomplished by mail, overnight delivery, hand delivery, or by facsimile. A contract dispute is considered filed on the date it is received by the ODRA.

(c) Contract disputes are to be in writing and shall contain:

(1) The contractor's name, address, telephone and fax numbers and the name, address, telephone and fax numbers of the contractor's legal representative(s) (if any) for the contract dispute;

(2) The contract number and the name of the Contracting Officer;

(3) A detailed chronological statement of the facts and of the legal grounds for the contractor's positions regarding each element or count of the contract dispute (i.e., broken down by individual claim item), citing to relevant contract provisions and documents and attaching copies of those provisions and documents;

(4) All information establishing that the contract dispute was timely filed;

(5) A request for a specific remedy, and if a monetary remedy is requested, a sum certain must be specified and pertinent cost information and documentation (e.g., invoices and cancelled checks) attached, broken down by individual claim item and summarized; and

(6) The signature of a duly authorized representative of the initiating party.

(d) Contract disputes shall be filed at the following address:

Office of Dispute Resolution, AGC-70
Federal Aviation Administration
800 Independence Avenue S.W. Room 323
Washington, DC 20591
Telephone: (202) 267-3290, Facsimile: (202) 267-3720

Other address as specified in 14 CFR Part 17.

- (e) A contract dispute against the TSA shall be filed with the ODRA within two (2) years of the accrual of the contract claim involved. A contract dispute by the TSA against a contractor (excluding contract disputes alleging warranty issues, fraud or latent defects) likewise shall be filed within two (2) years after the accrual of the contract claim. If an underlying contract entered into prior to the effective date of this part provides for time limitations for filing of contract disputes with the ODRA, which differ from the aforesaid two (2) year period, the limitation periods in the contract shall control over the limitation period of this section. In no event will either party be permitted to file with the ODRA a contract dispute seeking an equitable adjustment or other damages after the contractor has accepted final contract payment, with the exception of TSA claims related to warranty issues, gross mistakes amounting to fraud or latent defects. TSA claims against the contractor based on warranty issues must be filed within the time specified under applicable contract warranty provisions. Any TSA claims against the contractor based on gross mistakes amounting to fraud or latent defects shall be filed with the ODRA within two (2) years of the date on which the TSA knew or should have known of the presence of the fraud or latent defect.
- (f) A party shall serve a copy of the contract dispute upon the other party, by means reasonably calculated to be received on the same day as the filing is to be received by the ODRA.
- (g) After filing the contract dispute, the contractor should seek informal resolution with the Contracting Officer.
- (h) The TSA requires continued performance with respect to contract disputes arising under this contract, in accordance with the provisions of the contract, pending a final TSA decision.
- (i) The TSA will pay interest on the amount found due and unpaid from (1) the date the Contracting Officer receives the contract dispute, or (2) the date payment otherwise would be due, if that date is later, until the date of payment. Simple interest on contract disputes shall be paid at the rate fixed by the Secretary of the Treasury that is applicable on the date the Contracting Officer receives the contract dispute and then at the rate applicable for each 6-month period as fixed by the Treasury Secretary until payment is made.
- (j) Additional information and guidance about the ODRA dispute resolution process for contract disputes can be found on the ODRA Website at <http://www.faa.gov>.

(End of Clause)

**H.1.4 – TSAAMS - 3.10.2-3 Subcontracts - Time-and-Materials and Labor-Hour Contracts
(February 2003)**

- (a) Subcontract, as used in this clause, includes but is not limited to purchase orders, and changes and modifications to purchase orders. The Contractor shall obtain the Contracting Officer's written consent before placing any subcontract for furnishing any of the work called for in this contract, except for purchase of raw material or commercial stock items.
- (b) No subcontract placed under this contract shall provide for payment on a cost-plus-a-percentage-of-cost basis.
- (c) The Government reserves the right to review the Contractor's purchasing system.
- (d) Unless the consent or approval specifically provides otherwise, neither consent by the Contracting Officer to any subcontract nor approval of the Contractor's purchasing system shall constitute a determination:

- (1) of the acceptability of any subcontract terms or conditions,
- (2) of the acceptability of any subcontract price or of any amount paid under any subcontract, or
- (3) to relieve the Contractor of any responsibility for performing this contract.

(End of Clause)

H.1.5 – TSAAMS - 3.2.2.3-28 Subcontractor Cost or Pricing Data - Modifications (February 2003)

- (a) The requirements of paragraphs (b) and (c) of this clause shall
 - (1) become operative only for any modification to this contract involving a pricing adjustment expected to exceed \$550,000, and
 - (2) be limited to such modifications.
- (b) Before awarding any subcontract expected to exceed \$550,000, on the date of agreement on price or the date of award, whichever is later; or before pricing any subcontract modification involving a pricing adjustment expected to exceed \$550,000, the Contractor shall require the subcontractor to submit cost or pricing data (actually or by specific identification in writing), unless award is based on price competition, catalog or market price, or prices set by law or regulation.
- (c) The Contractor shall require the subcontractor to certify that, to the best of its knowledge and belief, the data submitted under paragraph (b) of this clause were accurate, complete, and current as of the date of agreement on the negotiated price of the subcontract or subcontract modification.
- (d) The Contractor shall insert the substance of this clause, including this paragraph (d), in each subcontract that exceeds \$550,000 on the date of agreement on price or the date of award, whichever is later.

(End of Clause)

H.1.6 – TSAAMS - 3.2.4-35 Option to Extend the Term of the Contract (February 2003)

- (a) The Government may extend the term of this contract by written notice to the Contractor within fifteen (15) days prior to contract expiration; provided, that the Government shall give the contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.
- (b) If the Government exercises this option, the extended contract shall be considered to include this option provision.
- (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed eleven (11) months.

(End of Clause)

H.1.7 - TSAAMS - 3.10.1-14 Changes - Time and Materials or Labor Hours (February 2003)

- (a) The Contracting Officer may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in any one or more of the following:
 - (1) Drawings, designs, or specifications.
 - (2) Method of shipment or packing.
 - (3) Place of delivery.
 - (4) Amount of Government-furnished property.

(b) If any change causes an increase or decrease in any hourly rate, the ceiling price, or the time required for performance of any part of the work under this contract, whether or not changed by the order, or otherwise affects any other terms and conditions of this contract, the Contracting Officer shall make an equitable adjustment in the:

- (1) ceiling price,
- (2) hourly rates,
- (3) delivery schedule, and
- (4) other affected terms, and shall modify the contract accordingly.

(c) The Contractor must assert its right to an adjustment under this clause within 30 days from the date of receipt of the written order. However, if the Contracting Officer decides that the facts justify it, the Contracting Officer may receive and act upon a proposal submitted before final payment of the contract.

(d) Failure to agree to any adjustment shall be a dispute under the "Disputes" clause. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.

(End of Clause)

H.1.8 – TSAAMS - 3.10.6-3 Termination - Cost-Reimbursement (February 2003))

(a) The Government may terminate performance of work under this contract in whole or, from time to time, in part, if--

(1) The Contracting Officer determines that a termination is in the Government's interest;
or

(2) The Contractor defaults in performing this contract. 'Default' includes failure to make progress in the work so as to endanger performance.

(b) The Contracting Officer shall terminate by delivering to the Contractor a Notice of Termination specifying whether termination is for default of the Contractor or for convenience of the Government, the extent of termination, and the effective date. If, after termination for default, it is determined that the Contractor was not in default or that the Contractor's failure to perform or to make progress in performance is due to causes beyond the control and without the fault or negligence of the Contractor as set forth in the "Excusable Delays" clause, the rights and obligations of the parties will be the same as if the termination was for the convenience of the Government.

(c) After receipt of a Notice of Termination, and except as directed by the Contracting Officer, the Contractor shall immediately proceed with the following obligations, regardless of any delay in determining or adjusting any amounts due under this clause:

- (1) Stop work as specified in the notice.
- (2) Place no further subcontracts or orders (referred to as subcontracts in this clause), except as necessary to complete the continued portion of the contract.

- (3) Terminate all subcontracts to the extent they relate to the work terminated.
- (4) Assign to the Government, as directed by the Contracting Officer, all right, title, and interest of the Contractor under the subcontracts terminated, in which case the Government shall have the right to settle or to pay any termination settlement proposal arising out of those terminations.
- (5) With approval or ratification to the extent required by the Contracting Officer, settle all outstanding liabilities and termination settlement proposals arising from the termination of subcontracts, the cost of which would be reimbursable in whole or in part, under this contract; approval or ratification will be final for purposes of this clause.
- (6) Transfer title (if not already transferred) and, as directed by the Contracting Officer, deliver to the Government:
- (i) the fabricated or unfabricated parts, work in process, completed work, supplies, and other material produced or acquired for the work terminated,
 - (ii) the completed or partially completed plans, drawings, information, and other property that, if the contract had been completed, would be required to be furnished to the Government, and
 - (iii) the jigs, dies, fixtures, and other special tools and tooling acquired or manufactured for this contract, the cost of which the Contractor has been or will be reimbursed under this contract.
- (7) Complete performance of the work not terminated.
- (8) Take any action that may be necessary, or that the Contracting Officer may direct, for the protection and preservation of the property related to this contract that is in the possession of the Contractor and in which the Government has or may acquire an interest.
- (9) Use its best efforts to sell, as directed or authorized by the Contracting Officer, any property of the types referred to in subparagraph (6) above; provided, however, that the Contractor:
- (i) is not required to extend credit to any purchaser and
 - (ii) may acquire the property under the conditions prescribed by, and at prices approved by, the Contracting Officer.
- The proceeds of any transfer or disposition will be applied to reduce any payments to be made by the Government under this contract credited to the price or cost of the work, or paid in any other manner directed by the Contracting Officer.
- (d) The Contractor shall submit to the Contracting Officer a list, certified as to quantity and quality, of termination inventory not previously disposed of, excluding items authorized for disposition by the

Contracting Officer. The Contractor may request the Government to remove those items or enter into an agreement for their storage. Within 15 days, the Government will accept the items and remove them or enter into a storage agreement. The Contracting Officer may verify the list upon removal of the items, or if stored, within 45 days from submission of the list, and shall correct the list, as necessary, before final settlement.

(e) After termination, the Contractor shall submit a final termination settlement proposal to the Contracting Officer in the form and with the certification prescribed by the Contracting Officer. The Contractor shall submit the proposal promptly, but no later than 1 year from the effective date of termination, unless extended in writing by the Contracting Officer upon written request of the Contractor within this 1-year period. However, if the Contracting Officer determines that the facts justify it, a termination settlement proposal may be received and acted on after 1 year or any extension. If the Contractor fails to submit the proposal within the time allowed, the Contracting Officer may determine, on the basis of information available, the amount, if any, due the Contractor because of the termination and shall pay the amount determined.

(f) Subject to paragraph (e) above, the Contractor and the Contracting Officer may agree on the whole or any part of the amount to be paid (including an allowance for fee) because of the termination. The contract shall be amended, and the Contractor paid the agreed amount.

(g) If the Contractor and the Contracting Officer fail to agree in whole or in part on the amount to be paid because of the termination of work, the Contracting Officer shall determine, on the basis of information available, the amount, if any, due the Contractor and shall pay the amount determined as follows:

(1) If the termination is for the convenience of the Government, include--

(i) An amount for direct labor hours (as defined in the Schedule of the contract) determined by multiplying the number of direct labor hours expended before the effective date of termination by the hourly rate(s) in the Schedule, less any hourly rate payments already made to the Contractor;

(ii) An amount (computed under the provisions for payment of materials) for material expenses incurred before the effective date of termination, not previously paid to the Contractor;

iii) An amount for labor and material expenses computed as if the expenses were incurred before the effective date of termination, if they are reasonably incurred after the effective date, with the approval of or as directed by the Contracting Officer; however, the Contractor shall discontinue these expenses as rapidly as practicable;

(iv) If not included in (i), (ii), or (iii) above, the cost of settling and paying termination settlement proposals under terminated subcontracts that are properly chargeable to the terminated portion of contract; and

(v) The reasonable costs of settlement of the work terminated, including-

(A) Accounting, legal, clerical, and other expenses reasonably necessary for the preparation of termination settlement proposals and supporting data;

(B) termination and settlement of subcontracts (excluding the amounts of such settlements); and

(C) Storage, transportation, and other costs incurred, necessary for the protection or disposition of the termination inventory.

(2) If the termination is for default of the Contractor, include the amounts computed under (1) above but omit-

(i) Any amount for preparation of the Contractor's termination settlement proposal; and

(ii) The portion of the hourly rate allocable to profit for any direct labor hours expended in furnishing materials and services not delivered to and accepted by the Government.

(h) The cost principles and procedures, in effect on the date of this contract shall govern all costs claimed, agreed to, or determined under this clause.

(i) The Contractor may file a claim with the FAA Office of Dispute Resolution for Acquisition based on any determination made by the Contracting Officer under paragraph (e) or (g) above or paragraph (k) below, except that if the Contractor failed to submit the termination settlement proposal within the time provided in paragraph (e) and failed to request a time extension, there is basis for a claim. If the Contracting Officer has made a determination of the amount due under paragraph (e), (g) or (k), the Government shall pay the Contractor:

(1) the amount determined by the Contracting Officer if there is no right to file a claim or if no claim has been filed, or

(2) the amount finally determined allowable by the FAA Office of Dispute Resolution for Acquisition.

(j) In arriving at the amount due the Contractor under this clause, there shall be deducted--

(1) All unliquidated advance or other payments to the Contractor, under the terminated portion of this contract;

(2) Any claim which the Government has against the Contractor under this contract; and

(3) The agreed price for, or the proceeds of sale of materials, supplies, or other things acquired by the Contractor or sold under this clause and not recovered by or credited to the Government.

(k) If the termination is partial, the Contractor may file with the Contracting Officer a proposal for an equitable adjustment of price(s) for the continued portion of the contract. The Contracting Officer shall make any equitable adjustment agreed upon. Any proposal by the Contractor for an equitable adjustment under this clause shall be requested within 90 days from the effective date of determination, unless extended in writing by the Contracting Officer.

(l) (1) The Government may, under the terms and conditions it prescribes, make partial payments and payments against costs incurred by the Contractor for the terminated portion of the contract, if the Contracting Officer believes the total of these payments will not exceed the amount to which the Contractor will be entitled.

(2) If the total payments exceed the amount finally determined to be due, the Contractor shall repay the excess to the Government upon demand, together with interest computed at the rate established by the Secretary of the Treasury under 50 U.S.C. App. 1215(b)(2). Interest shall be computed for the period from the date the excess payment is received by the Contractor to the date the excess is repaid. Interest shall not be charged on any excess payment due to a reduction in the Contractor's termination settlement proposal because of retention or other disposition of termination inventory until 10 days after the date of the retention or disposition, or a later date determined by the Contracting Officer because of the circumstances.

(m) The provisions of this clause relating to fee are Inapplicable if this contract does not include a fee.

(End of Clause)

H.1.9 – TSAAMS - 3.2.2.3-33 Order of Precedence (February 2003)

Any inconsistency in this RFI/RFP or contract shall be resolved by giving precedence in the following order:

- (a) the Schedule (excluding the specifications);
- (b) representations and other instructions;
- (c) contract clauses;
- (d) other documents, exhibits, and attachments;
- (e) the specifications; and
- (f) the drawings.

(End of Clause)

H.2 Organizational Conflict of Interest for Contractor Participation in Evaluation Services and Activities, and Consulting and Management Support

(a). It is recognized by the parties that the effort to be performed by the contractor under this contract includes technical consulting and management support services that involve work or effort, having as its principal purpose, providing internal assistance to a government program office or other organizational component, in the formulation or administration of its programs, projects, or policies. These consulting and management support services typically include assistance in the preparing of program plans; and preparation of preliminary designs, specifications, statements of work or specific approaches or methodologies that are to be employed in or incorporated into future procurement activity or involve access to specifications, statements of work, or plans. The contract may also involve providing evaluation services or activities in which work or effort, has as its principal purpose, the independent study of a

technology, process, product, or policy and entails the assessment, appraisal, or survey of such technology, process, product, or policy for purposes of comparison.

(b). To perform these contract services; it is necessary for the Government to give the contractor access to privileged information and/or proprietary information (information which belongs to others but has been given to the Government and may not be disclosed).

(c). Consequently, work under this contract may create a future organizational conflict of interest (OCI) that could prohibit the Contractor from competing for, or being awarded future Government contracts. The following examples illustrate situations in which questions concerning organizational conflicts of interest may arise. They are not all-inclusive, but are intended to help apply general guidance to individual contract situations:

(1) Unequal access to information. Access to "nonpublic information" as part of the performance of a TSA contract could provide the contractor a competitive advantage in a later competition for another TSA contract. Such an advantage could easily be perceived as unfair by a competing vendor who is not given similar access to the relevant information. If the requirements of the TSA procurement anticipate the successful vendor may have access to nonpublic information, the successful vendor should be required to submit and negotiate an acceptable mitigation plan. Alternatively, the "nonpublic information" may be provided to all vendors.

(2) Biased ground rules. A contractor in the course of performance of a TSA contract has in some fashion established important "ground rules" for another TSA contract, where the same contractor may be a competitor. For example, a contractor may have drafted the statement of work, specifications, or evaluation criteria of a future TSA procurement. The primary concern of the TSA in this case is that a contractor so situated could slant key aspects of a procurement in its own favor, to the unfair disadvantage of competing vendors. If the requirements of the TSA procurement anticipate the contractor may have been in a position to establish important ground rules, including but not limited to those described herein, the contractor should be required to submit and negotiate an acceptable mitigation plan.

(3) Impaired objectivity. A contractor in the course of performance of a TSA contract is placed in a situation of providing assessment and evaluation findings over itself, or another business division, or subsidiary of the same corporation, or other entity with which it has a significant financial relationship. The concern in this case is that the contractor's ability to render impartial advice to the TSA could appear to be undermined by the contractor's financial or other business relationship to the entity whose work product is being assessed or evaluated. In these situations, a "walling off" of lines of communication may well be insufficient to remove the perception that the objectivity of the contractor has been tainted. If the requirements of the TSA procurement indicate that the successful vendor may be in a position to provide evaluations and assessments of itself or corporate siblings, or other entity with which it has a significant financial relationship, the affected contractor should provide a mitigation plan that includes recusal by the vendor from the affected contract work. Such recusal might include divestiture of the work to a third party vendor.

(d). In order to prevent a future OCI resulting from potential bias, unfair competitive advantage, or impaired objectivity, the Contractor shall be subject to the following restrictions:

(1) The Contractor may be excluded from competition for, or award of any government contracts as to which, in the course of performance of this contract, the Contractor has received advance procurement information before such information has been made generally available to other

persons or firms.

(2) The Contractor may be excluded from competition for, or award of any TSA contract for which the contractor actually assists in the development of the request for proposals, quotes, capability studies; specifications or statements of work.

(3) The Contractor may be excluded from competition for or award of any government contract, which calls for the evaluation of system requirements, system definitions, or other products developed, by the Contractor under this contract.

(4) The Contractor may be excluded from competition for, or award of any government contract which calls for the construction or fabrication of any system, equipment, hardware, and/or software for which the Contractor participated in the development of requirements or definitions pursuant to this contract.

(5) In order to avoid such exclusion, the contractor shall be responsible to submit a mitigation plan that prospectively avoids or mitigates potential OCI as described above. This plan may include employing an Independent Verification and Validation contractor at no cost to the Government for items (2) – (4). This plan must be submitted within thirty (30) days of contract award and approved by the Contracting Officer.

(e). This clause shall not exclude the Contractor from performing work under any amendment or modification to this contract or from competing for award for any future contract for work that is the same or similar to work performed under this contract.

(f). The term "contractor" as used in this clause, includes any person, firm or corporation which has a majority or controlling interest in the contractor or in any parent corporation thereof, any person, firm, or corporation in or as to which the contractor (or any parent or subsidiary corporation thereof) has a majority or controlling interest. The term also includes the corporate officers of the contractor, those of any corporation that has a majority or controlling interest in the contractor, and those of any corporation in which the contractor (or any parent or subsidiary corporation thereof) has a majority or controlling interest.

(g). The agency may in its sole discretion, waive any provisions of this clause if deemed in the best interest of the Government. The exclusions contained in this clause shall apply for the duration of this contract and for three (3) years after completion and acceptance of all work performed hereunder.

(h). If any provision of this clause excludes the Contractor from competition for, or award of any contract, the Contractor shall not be permitted to serve as a subcontractor, at any tier, on such contract or serve as a consultant to the prime or a subcontractor. This clause shall be incorporated into any subcontracts or consultant agreements awarded under this contract unless the Contracting Officer determines otherwise.

(i). Whenever performance of this contract requires access to another contractor's proprietary information, the contractor shall (i) enter into a written agreement with the other entities involved, as appropriate, in order to protect such proprietary information from unauthorized use or disclosure for as long as it remains proprietary; and (ii) refrain from using such proprietary information other than as agreed to, for example to provide assistance during technical evaluation of other contractors' offers or products under this contract. An executed copy of all proprietary information agreements by individual personnel or on a corporate basis shall be furnished to the Contracting Officer within fifteen (15) calendar days of execution.

(j). In addition, the contractor shall inculcate upon its employees, through appropriate means (such as formal training and promulgation of company policies and procedures) the principles of this clause. Such inculcation shall include, but not be limited to, training to ensure that employees refrain from using or disclosing proprietary information except as provided by executed agreement or as allowed by the contract. Further, the contractor shall obtain from each of its employees, whose anticipated responsibility in connection with the work under this contract may be reasonably expected to involve access to such proprietary information, a written agreement, which, in substance, shall provide that such employee will not, during its employment by the contractor, or thereafter, improperly disclose such data or information.

(k). The contractor shall hold the government harmless and will freely indemnify the government as to any cost/loss resulting from the unauthorized use or disclosure of any third-party proprietary information by its employees, the employees of subcontractors, or by its agents.

(l). For breach of any of the above restrictions or for nondisclosure or misrepresentation of any relevant facts required to be disclosed concerning this contract, the government reserves the right to terminate this contract for default, disqualify the contractor for subsequent related contractual efforts, and to pursue such other remedies as may be available under law. If in compliance with this clause, the contractor discovers and promptly reports an organizational conflict of interest subsequent to contract award, the contracting officer may choose to undertake termination of this contract for convenience of the government, when such termination is deemed to be in the best interest of the government.

(m). The contractor will include the same provisions as are expressed in this clause, including this paragraph, in all subcontracts awarded for performance of any portion of this requirement. Subcontract restrictions will be limited, however, to the technical area(s) addressed in the specific statements of work in the subcontractor's given task orders. The subcontractor shall not participate in any contract in the applicable business solution area(s) without written approval of both the Contracting Officer and the Contracting Officer's Technical Representative. This restriction is applicable throughout the period of performance of the subcontract, and any extensions thereof by change order or supplemental agreement, and for three (3) years thereafter. When the provisions of this clause are included in a subcontract, the term "contracting officer" shall represent the head of the Contracts Office of the prime contract. Any deviations or less restrictive coverage deemed necessary or required by the prime contractor for a particular subcontract must first be submitted to the Government Contracting Officer for approval. Subcontractors, on a case-by-case basis, may make a request, through the prime contractor, for a revision to the OCI Clause restrictions outlined above.

H.3 Requirements and Duties for Handling Sensitive Security Information (SSI)

(a). Requirements for Safeguarding and Control of SSI. For purposes of this Contract, all information that the TSA provides or causes to be provided to the Contractor as SSI in connection with its duties under this contract shall be covered by TSA policies and procedures for safeguarding and control of SSI, as available at www.tsa.gov until the TSA specifically authorizes the Contractor in writing to treat any such information as public. This requirement shall be applicable to all subcontracting on the contract.

(b). Definition of Confidential Information. In addition to the SSI defined by TSA, SSI on this contract shall also include: (1) any specifications, know-how, strategies or technical data, processes, business documents or information, marketing research and other data, customer or client lists, or sources of information which are owned, used or possessed exclusively by or for the benefit of the TSA and based on SSI; (2) SSI-derived work product(s); (3) all SSI obtained by the Contractor from a third party in connection with performance under this contract.

(c). Duty to Maintain SSI. Except as required by any law, court order, subpoena, or by the TSA, or as required to perform Contractor's duties under this Contract, neither Contractor nor its related entities shall disclose SSI to anyone without a valid need to know, nor shall they use or allow the use of SSI to further any private interest other than those within the scope of this Contract. The Contractor shall immediately notify the TSA Contracting Officer in writing of any subpoena or court order requiring disclosure of SSI.

SECTION I – CONTRACT CLAUSES

Section I of the GSA Common Access Identification Card contract is applicable for this Delivery Order and is hereby incorporated by reference. The TSA AMS clauses in Section H take precedence over the following Federal Acquisition Regulation (FAR) clauses for purposes of this Delivery Order.

CLAUSE NO.	CLAUSE TITLE	DATE
52.215-13	Subcontractor Cost or Pricing Data	(OCT 1997)
52-217-8	Option to Extend Services	(NOV 1999)
52.233-1	Disputes	(DEC 1998)
52-244-2	Subcontracts – Alternate II	(AUG 1998)

SECTION J – LIST OF ATTACHMENTS

Section J of GSA Common Access Identification Card Contract is applicable to this Delivery Order and is hereby incorporated by reference, except for the changes as indicated below:

1. Requirements Document (Attachment A)
2. Prototype Site Matrix (Attachment B)
3. TWIC Data Requirements (Attachment C)
4. System Concept of Operations (Attachment D)
5. Functional Requirements Document (Attachment E)
6. TWIC Topology and Biometric Document (Attachment F)
7. Florida Processes and Requirements Document (Attachment G)
8. Florida Site Matrix (Attachment H)
9. TWIC Conceptual Architecture (Attachment I)
10. Technology Evaluation Phase Government Furnished Equipment (Attachment J)
11. Claimed Identity Workgroup Final Report (Attachment K)
12. Operational Capabilities Demonstration (OCD) Requirements Document (Attachment L)
13. Pricing Templates (Attachment M)

The Government will provide current versions of all available and appropriate Program Management documents to the Contractor at time of Contract Award. Information contained in the Prototype Site Matrix (Attachment B) and Florida Site Matrix (Attachment H) may change as a result of Contractor's site survey(s) (e.g., type and/or location of readers)

SECTION K – REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS

The representations and certifications in Section K, as executed and incorporated by reference into the contract remain in effect for this Delivery Order unless the Contractor initiates an update for this specific Delivery Order.

SECTION L - INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS

L.1. This Request for Proposal incorporates the following TSA AMS clauses:

L.1.1 –TSAAMS - 3.2.2.3-18 Explanation to Prospective Offerors (February 2003)

Any prospective Offeror desiring an explanation or interpretation of the RFI/RFP, drawings, specifications, etc., must request it soon enough to allow a reply to reach all prospective Offerors before the submission of their offers. Oral explanations or instructions given before the award of the contract will be binding if confirmed in writing. Any information given to a prospective Offeror concerning a RFI/RFP will be furnished promptly to all other prospective Offerors as an amendment of the RFI/RFP if the lack of that information would be prejudicial to any other prospective Offerors.

(End of Clause)

L.1.2 – TSAAMS - 3.2.2.3-14 Late Submissions, Modifications, and Withdrawals of Submittals
(February 2003)

(a) Any submittals received at the office designated in the RFI/RFP after the exact time specified for receipt will not be considered unless it is received before award is made and it--

(1) Was sent by registered or certified mail not later than the fifth calendar day before the date specified for receipt of submittals (e.g., an offer submitted in response to a RFI/RFP requiring receipt of offers by the 20th of the month must have been mailed by the 15th);

(2) Was sent by mail or, if authorized by the RFI/RFP, was sent by telegram or via facsimile and it is determined by the Government that the late receipt was due solely to mishandling by the Government after receipt at the Government installation;

(3) Was sent by U.S. Postal Service Express Mail Next Day Service-Post Office to Addressee, not later than 5:00 p.m. at the place of mailing two working days prior to the date specified for receipt of submittals. The term 'working days' excludes weekends and U.S. Federal holidays;

(4) Was transmitted through an electronic commerce method authorized by the RFI/RFP and was received by the Contracting Officer not later than 5:00 p.m. on the date specified for receipt of submittals; or

(5) Is the only submittal received.

(b) Any modification of submittals, except a modification resulting from the Contracting Officer's request, is subject to the same conditions as in subparagraphs (a)(1), (2), and (3) of this provision.

(c) A modification resulting from the Contracting Officer's request received after the time and date specified in the request will not be considered unless received before award and the late receipt is due solely to mishandling by the Government after receipt at the Government installation.

(d) The only acceptable evidence to establish the date of mailing of a late proposal or modification sent either by U.S. Postal Service registered or certified mail is the U.S. or Canadian Postal Service postmark both on the envelope or wrapper and on the original receipt from the U.S. or Canadian Postal Service. Both postmarks must show a legible date or the proposal, quotation, or modification shall be processed as if mailed late. 'Postmark' means a printed, stamped, or otherwise placed impression (exclusive of a postage meter machine impression) that is readily identifiable without further action as having been

supplied and affixed by employees of the U.S. or Canadian Postal Service on the date of mailing. Therefore, Offerors should request the postal clerk to place a legible hand cancellation bull's eye postmark on both the receipt and the envelope or wrapper.

(e) The only acceptable evidence to establish the time of receipt at the Government installation is the time/date stamp of that installation on the submittal wrapper or other documentary evidence of receipt maintained by the installation.

(f) The only acceptable evidence to establish the date of mailing of a late offer, modification, or withdrawal sent by Express Mail Next Day Service-Post Office to Addressee is the date entered by the post office receiving clerk on the 'Express Mail Next Day Service-Post Office to Addressee' label and the postmark on both the envelope or wrapper and on the original receipt from the U.S. Postal Service. 'Postmark' has the same meaning as defined in paragraph (d) of this provision, excluding postmarks of the Canadian Postal Service. Therefore, Offerors should request the postal clerk to place a legible hand cancellation bull's eye postmark on both the receipt and the envelope or wrapper.

(g) Notwithstanding paragraph (a) of this provision, a late modification of an otherwise acceptable submittal makes its terms more favorable to the Government will be considered at any time it is received and may be accepted.

(h) Submittals may be withdrawn by written notice or telegram (including mailgram) received at any time before award. If the RFI/RFP authorizes facsimile submittals, submittals may be withdrawn via facsimile received at any time before award, subject to the conditions specified in the provision entitled 'Facsimile Submittals.' An Offeror may withdraw submittals in person or an authorized representative, if the representative's identity is made known and the representative signs a receipt for the submittal before award.

(End of Clause)

~~L.1.3. TSAAMS - 3.8.2-9 Site Visit (February 2003)~~

~~Offerors or quoters are urged and expected to inspect the site where services are to be performed and to satisfy themselves regarding all general and local conditions that may affect the performance, cost, and schedule of contract performance, to the extent that the information is reasonably obtainable. In no event shall failure to inspect the site constitute grounds for a dispute after contract award.~~

~~(End of Clause)~~

L.2. General Instructions

1. A standard Form 33, "Solicitation, Offer and Award" completed and signed by the Offeror, constitutes the Offeror's acceptance of the terms and conditions of the proposed Delivery Order. Therefore, a representative of the Offeror authorized to commit the Offeror to contractual obligations must execute the form.
2. Offerors are expected to examine this entire document. Failure to do so shall be at the Offeror's own risk.
3. Offerors shall furnish the information required by this request.
4. The Government may:
 - a. Reject any or all submittals if such action is in the public interest,
 - b. Accept other than the lowest cost/price submittal, and
 - c. Waive informalities and minor irregularities in offers received.

5. The Government intends to evaluate submittals and award a Delivery Order, either on initial submittals without communications, or on initial or subsequent submittals with communications. In evaluating the submittals, the Government may conduct written or oral communications with any and/or all offerors, and may down-select the firms participating in the competition to only those offerors most likely to receive award. A submittal in response to an RFP should contain the offeror's best terms from a cost or price and technical standpoint.
6. A written award or acceptance of offer mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), in writing whether or not there are communications after its receipt, unless a written notice of withdrawal is received before award. Communications conducted after receipt of an offer do not constitute a rejection or counteroffer by the Government.
7. The Government may disclose the following information in post-award debriefings to other offerors:
 - a. The source selection official's decision
 - b. The offeror's evaluated standing s relative to the successful offeror; and
 - c. A summary of the evaluation findings relating to the offeror.
8. The TSA does not encourage Offerors to take exceptions, waive or deviate from the requirements of this Solicitation. In the event that an Offeror does take exception to or seeks to waive or deviate from a solicitation requirement, then the Offeror shall provide a list of all such provisions to which the Offeror takes exception or seeks a waiver or deviation. The Offeror shall provide a full discussion and detailed explanation of the exception, waiver or deviation, including an explanation of the benefits to the Government of each exception, waiver or deviation, in order to permit evaluation by the TSA. Exceptions, waivers and deviations would not make a proposal automatically unacceptable, although a large number of exceptions or significant exceptions providing little or no benefit to the Government may result in rejecting a proposal.
9. The Government shall not pay an Offeror for preparation of their response.
10. Offerors who include in their proposals restrictive data that they do not want disclosed to the public for any purpose or used by the Government except for evaluation purposes, shall:
 - a. Mark the title page with the following legend:

“This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used or disclosed – in whole or in part—for any purpose other than to evaluate this proposal. If, however, a Delivery Order is awarded to this Offeror as a result of –or in connection with—the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extend provided in the resulting Delivery Order. This restriction does not limit the Government’s right to use information contained in this data if it is obtained from another source without restriction. The data subject to the restriction is contained in sheets (insert numbers or other identification of sheets)”, and
 - b. Mark each sheet of data it wished to restrict with the following legend:

“Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal or quotation.”
11. The Government assumes no liability for disclosure or use of unmarked data and may use or disclose the data for any purpose. Unless restricted, information submitted in response to this

- request may become subject to disclosure to the public pursuant to the provisions of the Freedom of Information Act (5 U.S.C. 551).
12. Proposals shall set forth full, accurate, and complete information as required by this package (including Attachments). The penalty for making false statements in proposals is prescribed in 18 U.S.C. 1001.

L.3. Explanation to Prospective Offerors

Any questions must be submitted no later than noon Eastern Time on May 17, 2004. The questions must be submitted in writing to the TSA electronically to the CO, holly.bolger@dhs.gov. Should any questions be received after this date, the Government reserves the right not to provide a response. Any information given to the prospective Offerors concerning this Request for Proposal shall be furnished promptly as an amendment to this Request for Proposal.

L.4. Submission of Offers

Proposals are due at ~~4-12 noon p.m.~~ Eastern Time on June ~~10~~21, 2004.

The proposal shall be submitted in three parts as follows: SF 33; Part I – Technical Proposal, Part II – Past Performance, Part III– Price Proposal, and Part IV – OCI Mitigation Plan (if required).

The original proposal, five (5) copies, and an electronic copy via email to holly.bolger@dhs.gov shall be submitted to the following address:

Holly Hamilton Bolger, Contracting Officer
Office of Acquisition, TSA-25
Transportation Security Administration
601 South 12th Street
Arlington, VA 22202
(571) 227-3036
holly.bolger@dhs.gov

Facsimile or telegraphic offers are NOT authorized.

A single award shall be made to the Offeror whose proposal is determined to best meet the needs of the Government after considerations of all factors – i.e. provides the “best value”. “Best value” is defined as the procurement process that results in the most advantageous acquisition decision for the Government and is performed through an integrated assessment and trade-off analysis among cost or price and non-cost or price factors.

Proposals that do not conform to all requirements in the RFP may be rejected without further evaluation, deliberation, or discussion. The Government may reject any proposal that is evaluated to be significantly not compliant with the solicitation requirements, unrealistically high or low in price, or reflects a failure to comprehend the complexity and risks of the work to be performed.

The Government may award any resulting contract to other than the lowest priced Offeror, or other than the Offeror with the highest non-cost rating. A submittal in response to this solicitation should contain the Offeror’s best terms from a cost or price and technical standpoint.

The Technical Proposal will consist of a written response and an oral presentation.

Each offeror shall make an oral presentation that describes the Offeror's Technical/Management approach to the tasks set forth in the Requirements Document (Attachment A). The oral presentation will be limited to two (2) hours and shall be presented by the Offeror's TWIC Phase III Program Manager. Additional speakers are permitted, but must be submitted as Key Personnel. There will be a thirty (30) minute break between the oral presentation of the Offeror's Technical /Management approach and its presentation of its OCD. Offerors will conduct its OCD. Offerors should plan for not more than two (2) hours for presentation of its OCD.

After the presentation, the Offeror shall make him or herself available for up to 30 minutes to answer questions that TSA has regarding the proposal and the presentation. The presentation shall be used by TSA to supplement the Offeror's written submission. The oral presentation and the questions and answer session will not constitute discussions.

1. The oral presentations will be scheduled by the TSA CO and will be conducted at an Offeror-selected location within the National Capital Region. The TSA reserves the right to reschedule oral presentations at the sole discretion of the CO.

2. In the event that the Offeror has proposed a joint venture/partnership or Team Subcontractors or Major Subcontractors, the Offeror shall have representatives of any joint venture/partnership or Team Subcontractors at the oral presentation.

3. The Offeror's entire oral presentation will be video taped by the TSA and will be disseminated to authorized personnel only within the TSA. The Offeror is prohibited from taping or recording their own presentations. The TSA will provide a copy of the video taped oral presentation to the Offeror at the conclusion of the procurement.

4. The Offeror may use charts, graphs or other display media during the oral presentation. The TSA will provide a standard display easel during the oral presentation. If the Offeror intends to incorporate display media during the oral presentation, the Offeror must provide five (5) complete sets of an 8.5" x 11" size copy with the written submission outlined above, by the established closing date. Copies of the oral presentation should be bound separately and submitted with the offeror's technical proposal. Changes will not be allowed or accepted after receipt of the initial proposal submission. During the presentation, when referring to any particular display media item being used, the Offeror shall identify it by its page number as well as any title.

5. The oral presentation shall be given to the CO, Legal Counsel, the members of the technical evaluation panel and an audio-visual technician. The CO will chair the oral presentation. During the presentation the CO will notify the Offeror when 5 minutes are remaining for the scheduled presentation.

Final evaluations will be based on both the written and oral materials. TSA reserves the right to conduct further negotiations leading to a Best and Final Offer (BAFO) from one or more Offerors.

L.4.1 SF33

The Standard Form 33, "Solicitation, Offer and Award" shall be submitted in an original and one (1) copy. The SF33 when completed and signed by the Offeror constitutes the Offeror's acceptance of the terms and conditions of the proposed Delivery Order. Therefore, representatives of the Offeror authorized to commit the Offeror to contractual obligations must execute the form. The Offeror shall sign the SF 33.

L.5 TSAAMS 3.9.1-3 Protest (February 2003)

AS A CONDITION OF SUBMITTING AN OFFER OR RESPONSE TO THIS RFP, THE OFFEROR OR POTENTIAL OFFEROR AGREES TO BE BOUND BY THE FOLLOWING PROVISIONS RELATING TO PROTESTS:

- a. Protests concerning Transportation Security Administration Request for Proposals (RFPs) or awards of contracts shall be resolved through the Federal Aviation Administration (FAA) dispute resolution system at the Office of Dispute Resolution for Acquisition (ODRA) and shall be governed by the procedures set forth in 14 C.F.R. Parts 14 and 17, which are hereby incorporated by reference. Judicial review, where available, will be in accordance with 49 U.S.C. 46110 and shall apply only to final agency decisions. A protestor may seek review of a final decision only after its administrative remedies have been exhausted.
- b. Offerors initially should attempt to resolve any issues concerning potential protests with the Contracting Officer. The Contracting Officer should make reasonable efforts to answer questions promptly and completely, and, where possible, to resolve concerns or controversies. The protest time limitations, however, will not be extended by attempts to resolve a potential protest with the Contracting Officer.
- c. The filing of a protest with the ODRA may be accomplished by mail, overnight delivery, hand delivery, or by facsimile. A protest is considered to be filed on the date it is received by the ODRA.
- d. Only an interested party may file a protest. An interested party is one whose direct economic interest has been or would be affected by the award or failure to award a TSA contract. Proposed subcontractors are not "interested parties" within this definition.
- e. A written protest must be filed with the ODRA within the times set forth below, or the protest shall be dismissed as untimely:
 - (1) Protests based upon alleged improprieties in a solicitation or a SIR that are apparent prior to bid opening or the time set for receipt of initial proposals shall be filed prior to bid opening or the time set for the receipt of initial proposals.
 - (2) In procurements where proposals are requested, alleged improprieties that do not exist in the initial solicitation, but which are subsequently incorporated into the solicitation, must be protested not later than the next closing time for receipt of proposals following the incorporation.
 - (3) For protests other than those related to alleged solicitation improprieties, the protest must be filed on the later of the following two dates:
 - (i) Not later than seven (7) business days after the date the protester knew or should have known of the grounds for the protest; or
 - (ii) If the protester has requested a post-award debriefing from the TSA Product Team, not later than five (5) business days after the date on which the Product Team holds that debriefing.
- f. Protests shall be filed at:

Office of Dispute Resolution for Acquisition, AGC-70,
Federal Aviation Administration,
400 7th Street, S.W.,
Room 8332,
Washington, DC 20590,
Telephone: (202) 366-6400
Facsimile: (202) 366-7400
- g. At the same time as filing the protest with the ODRA, the protester shall serve a copy of the protest on the Contracting Officer and any other official designated in the SIR for receipt of protests by

means reasonably calculated to be received by the Contracting Officer on the same day as it is to be received by the ODRA. The protest shall include a signed statement from the protester, certifying to the ODRA the manner of service, date, and time when a copy of the protest was served on the Contracting Officer and other designated official(s).

Additional information and guidance about the ODRA dispute resolution process for protests can be found on the ODRA Website at <http://www.faa.gov>

(End of Clause)

L.6. Technical Proposal (Part 1)

1. Technical proposals, excluding resumes, shall not exceed fifty (50) pages. Past Performance is a separate submission and is not included in the fifty (50) page limit.
2. Include an Executive Summary (limit to 2 pages), which is included in the 50-page limit. This part of the proposal will not be evaluated or scored.
3. In its technical proposal, the Offeror will prepare a detailed work narrative explaining its approach to accomplishing the requirements as set forth in the RD.
 - a. Offeror's proposal shall reference the specific paragraphs within the RD to which they are responding in order to facilitate the evaluation of the Offeror's proposed solution against the stated requirements and objectives in Attachment A.
 - ~~b. Where indicated, the Offeror's proposal shall be in a table format (MS Word) to facilitate the evaluation of the Offeror's proposed solution against the stated requirements and objectives in Attachment A.~~
 - ~~c. The proposal should maximize the use of open, Commercial Off-the-Shelf (COTS) solutions that are standards-based. Any deviations must be identified and documented within Offeror's proposal.~~
 - ~~d. The Offeror is encouraged to challenge any stated objective, requirement, specification, or other apparent conflict to the extent that it represents an unacceptable risk, are not supportive of the TWIC Program's vision, or is contrary to industry best practices. Any such challenge or deviation should be explained in Offeror's proposal with a brief rationale.~~
 - ~~e. The Offeror should recommend approaches that offer the greatest speed and flexibility without introducing unacceptable risk.~~
 - ~~f. Innovative approaches to rapid design, development, and deployment should be considered.~~
4. Offeror may offer the services of a commercial Certificate Authority to satisfy any Public Key Infrastructure (PKI) requirements.

5. The Offeror may consider the use of computer assisted instruction and on-line information and help.
6. The technical proposal should address the requirements as set forth in the RD as well as the following:

Factor 1 - Key Personnel and Team

1. The Offeror must identify and propose positions it considers as key to the success of the TWIC program explaining with reference to the requirements how they are key to TWIC program.
2. The Offeror shall respond to TSA with actual, and not representative, resumes for each of the key personnel positions. The Offeror must identify the period of time that each of the key staff members worked on the contracts submitted as a past performance reference. The resumes must highlight the activities performed by the individual on the referenced contract, including experience working on integrated teams (multiple contractors, clients, stakeholders, etc), continuity on projects, relevant experience and skills, and an understanding of, and alignment with, TWIC Program organizational structure. Upon contract award, persons named as key staff shall be required to work on the project full-time for the duration of the contract period of performance.
3. Offerors must provide an organization chart identifying all key personnel, applicable labor category and if being staffed by subcontractor and/or team members.

Factor 2 - Technical and Management Approach

1. Offerors' should propose the most cost effective method of deploying site survey teams. Offerors should propose only one (1) visit per site.
2. Offeror should plan to interface and collaborate with a federal central card production facility to ensure the proposed solution is fully integrated with all Government furnished property, and other components that comprise the totality of the required solution. The Offeror should propose commercial alternatives to central card production if they offer equal or better performance and security.
3. The Offeror should propose acceptable performance metrics and thresholds based on its industry expertise, knowledge of TWIC Program goals and objectives, and the security threat. The Contractor will provide detailed methodology and format of proposed metrics to the Government for review and approval.
4. The Offeror should propose a realistic and cost-effective method to model or demonstrate scalability to at least 12 million enrollment records and associated transaction loads expected during the course of TWIC prototype and TWIC implementation without enrolling actual cardholders.
5. The Offeror should propose providing at least one person to support each TWIC Prototype enrollment center. This support is anticipated to follow the initial system installation and training. This support is in addition to the support required for initial, high-volume issuance referenced in the Requirements Document.

6. The Offeror should propose performance metrics, and the system must provide the capability to measure, monitor, and report these metrics throughout the course of the period of performance of the contract (See Requirements Document, Section 3).
7. The Offeror must propose appropriate local facility marketing and change management approach targeted to the appropriate demographic.
8. The Offeror must prepare and collect user satisfaction information to determine the effect of TWIC usage on the stakeholder community. All data collection, surveys, and questionnaires must conform to federal rules (e.g., Government Paperwork Reduction/Elimination Act, System of Records Notice, Privacy Act, etc.).
9. Using the list of claimed identity documents included in the Claimed Identity Working Group Final Report (Attachment K), the Offeror must propose for its solution, specific documents to be used to verify the claimed identity of TWIC applicants.
10. The Offeror must provide cards, card/badge holders, lanyards, and necessary signage to support the installation, training, and support at TWIC prototype locations.
11. The Offeror should specify their selected operating system and technology that meets the GSC-IS and TWIC solution requirements.
12. The Contractor must develop and enter into agreements with the following entities in order to establish and document roles, responsibilities, schedule, and manage coordination and collaboration between related entities.
 - a. Federal Central Card Production facility (TBD)
 - b. Florida's Master Access Control Database developer (TBD)
 - c. Any other external entities required to support the Contractor's solution
13. The Offeror should propose all Florida work and price separately but within the context of this RFP. That is, the level of effort to satisfy Florida-specific requirements must be severable.
14. Offerors should propose development of necessary interface(s) between the Florida Master Access Control Database and the TWIC IDMS.

Factor 3 - Operational Capability Demonstration (OCD)

Each Offeror will be required to demonstrate the core components of their solution consistent with the guidance in Attachment L. The OCD will be developed at the expense of the Offeror, and will be considered during technical proposal evaluation. The TWIC program office anticipates that the OCD will combine actual and simulated operations. Offerors should plan for not more than two (2) hours for the OCD.

L.6.1 - Factor 4 - Past Performance (Part II)

- (1) Offerors shall submit their list of past performance references only, for both its company, subcontractor, as applicable, and key personnel to the contracting officer by email to holly.bolger@dhs.gov no later than 12:00 Noon Eastern Time, June 1, 2004. This submission, prior to proposal submission, will allow the survey process to get underway prior to the RFP closing. In addition to the references information, please furnish the project title or contract number associated

with the reference. Key personnel are generally defined as those individuals, who in their decision-making role have direct impact on the final product/services under the contract.

- (2) Offeror shall discuss how its past and present performance validates expected performance of the work under this solicitation. Offeror shall include three (3) references for contracts with same or similar scope and the description shall include:
 - a. Contract number
 - b. Point of Contact
 - c. Contracting Officer Technical Representative and contact information
 - d. Period of performance (note: include the original (as-awarded) POP and subsequent (as-modified) POP, if applicable)
 - e. Cost (note: include the original (as-awarded) amount, and as-modified cost, if applicable)
 - f. If Offeror is/was the 'prime' a list of the subcontractors used on the program, including by company, the percent of subcontractor labor used.
 - g. If the Offeror is/was a subcontractor, then include the percentage of work performed by them with a detailed description of only the actual work performed and the customer contact information.
- (3) The Offeror's past performance should be relevant in the key functional areas identified above and of comparable size and scope as the TWIC Prototype Phase. The Government will consider the currency and relevance of the information, source of the information, context of the data, and general trends in the Offeror's performance.

Submission of Price Proposal (Part III)

The information requested in the pricing proposal is required to enable the Government to determine that the proposed cost/price is reasonable and realistic for the Delivery Order. Please provide a quote in accordance with GSA Common Access Identification Card contract. Clearly reflect any discounts from GSA Common Access Identification Card contract labor rates, as applicable. The Contracting Officer does not intend to request certified cost or pricing data, however, the Offeror shall furnish information other than cost and pricing data to assist the Contracting Officer in making the determination of price reasonableness and cost realism. This effort will be performed on a fixed price labor hour basis and the proposal shall be submitted in the format appended to this RFP in Attachment M.

Indicate any subcontracting and/or teaming arrangements that you intend to utilize in performance of this delivery order. In addition, identify those labor categories and the number of positions which will be subcontracted and the labor rates.

L.6.2 Price Proposal (Part III)

Factor 5: Price – Fairness, Reasonableness and Realism

The information requested in the pricing proposal is required to enable the Government to determine that the proposed price is reasonable and realistic for the Delivery Order. The proposal shall be evaluated to determine if the costs or prices are fair and reasonable.

L.6.3 OCI Mitigation Plan (Part IV)

The OCI mitigation plan referenced in Section H.1.2 is not an evaluation factor for purposes of this Request for Proposal. However, where an OCI may exist, the OCI mitigation plan will be evaluated on a

case-by-case basis by the Contracting Officer as to whether the proposed plan will mitigate the conflict situation. This evaluation will become part of the determination of contractor responsibility. This plan may be submitted independently of the rest of the offeror's proposal but in no case later than the due date for receipt of proposals. The Government will not award this delivery order to any offeror with an OCI that cannot be mitigated.

SECTION M - EVALUATION FACTORS FOR AWARD

M.1. BASIS FOR AWARD

A single award shall be made to the responsive, responsible Offeror whose proposal is determined to best meet the needs of the Government after considerations of all factors – i.e. provides the “best value”. “Best value” is defined as the procurement process that results in the most advantageous acquisition decision for the Government and is performed through an integrated assessment and trade-off analysis among cost or price and non-cost or price factors.

Proposals that do not conform to all requirements in the RFP may be rejected without further evaluation, deliberation, or discussion. The Government may reject any proposal that is evaluated to be significantly not compliant with the solicitation requirements, unrealistically high or low in price, or reflects a failure to comprehend the complexity and risks of the work to be performed.

The Government may award any resulting contract to other than the lowest priced Offeror, or other than the Offeror with the highest non-cost rating. The Government intends to evaluate submittals and award a contract on initial submittals without discussions. A submittal in response to this solicitation should contain the Offeror's best terms from a price and technical standpoint.

M.2. Evaluation Factors

The Government will evaluate the Contractor's capability and approach to meet Government's objectives against the following evaluation factors:

- Factor 1 – Key Personnel and Team
- Factor 2 – Technical and Management Approach
- Factor 3 - Operational Capability Demonstration
- Factor 4 – Past Performance
- Factor 5 - Cost/Price

M.3. Evaluation Criteria

Award will be made based upon an integrated assessment of the evaluation factors (Key Personnel and Team, Technical and Management Approach, Operational Capability Demonstration, Past Performance, and Price). The non-price factors, (Key Personnel and Team, Technical and Management Approach, Operational Capability Demonstration, Past Performance), are ranked in descending order of importance and are collectively more important than the Price Factor. As proposals become more equal in their non-price factors, the price factor will become equal to the combined non-price factors. Offerors must demonstrate their ability to perform all tasks in the RD. Any factor or sub factor evaluated as “unacceptable” will render the proposal non-responsive.

Factor 1 – Key Personnel and Team:

Actual resumes will be evaluated on the skill sets, experience level for each key personnel. In addition, evidence of key personnel's ability to work in a dynamic and loosely defined environment.

TSA will evaluate the resumes submitted for each of the key personnel positions. The Offeror must identify the period of time that each of the key staff members worked on the contracts submitted as a past performance reference. The resumes must highlight the activities performed by the individual on the referenced contract, including experience working on integrated teams (multiple contractors, clients, stakeholders, etc), continuity on projects, relevant experience and skills, and an understanding of, and alignment with, TWIC Program organizational structure. Upon contract award, persons named as key staff shall be required to work on the project full-time for the duration of the contract period of performance.

TSA will evaluate the Offerors proposed organization chart identifying all key personnel, applicable labor category and if being staffed by subcontractor and/or team members.

Factor 2 – Technical and Management Approach:

The technical solution/approach for the overall project will be evaluated for its quality and extent to which the Contractor's solution will achieve TSA objectives. The evaluation will include an assessment that the solution adheres to sound practices, and reflects an in-depth understanding program's objectives, environment, and constraints and is customer/stakeholder focused.

Factor 3 – Operational Capability Demonstration

Evaluation will be made to determine whether the offeror has demonstrated the core components of their solution is consistent with the guidance with the RD and the proposed OCD has combined actual and simulated operations.

Factor 4 – Past Performance

Offeror shall discuss how its past and present performance validates expected performance. Offeror shall include three (3) references for contracts with same or similar scope and the description shall include:

- h. Contract number
- i. Point of Contact
- j. Contracting Officer Technical Representative and contact information
- k. Period of performance (note: include the original (as-awarded) Period of Performance (POP) and subsequent (as-modified) POP, if applicable)
- l. Cost (note: include the original (as-awarded) amount, and as-modified cost, if applicable)
- m. If Offeror is/was the 'prime' a list of the subcontractors used on the program, including by company, the percent of subcontractor labor used.
- n. If the Offeror is/was a subcontractor, then include the percentage of work performed by them with a detailed description of only the actual work performed and the customer contact information.

The Offeror's past performance should be relevant in the key functional areas identified above and of comparable size and scope as the TWIC Prototype Phase. The Government will consider the currency and relevance of the information, source of the information, context of the data, and general trends in the Offeror's performance.

- (1) Offerors must either provide the above information or affirmatively state that it and/or its significant subcontractor or key personnel possess no relevant, directly related or similar experience. Brochures or other marketing material are not acceptable in response to the above.
- (2) For those projects cited above for experience, including those cited in key personnel resumes, the offerors shall include the client's name and address, and the name of two references (preferably a technical and contracting reference) for each project cited. Please be sure to include a telephone, FAX number and E-mail address, if available. TSA will contact references at random; either in writing or by telephone, to obtain past performance information on the projects cited using a questionnaire. Offerors shall submit similar past performance information on proposed significant or critical subcontractors; but such subcontractor past performance must be relevant to that required under this RFP and to the work to be subcontracted.
- (3) The offeror is responsible for assuring the past performance references furnished and their phone and fax numbers are current, complete and accurate in all instances. Offerors are encouraged to notify the references that their names have been submitted and that the IRS will be contacting them. It shall not be the TSA's responsibility to follow up with past performance references who do not respond to the initial attempt to contact them, or for whom the phone or fax number provided by the offeror is inaccurate, incomplete, or outdated. TSA may contact other offeror customers at its discretion, and include the past performance information received as part of its evaluation.
- (4) Offerors shall submit their list of references only, for both its company, subcontractor, as applicable, and key personnel to the contracting officer by email to holly.bolger@dhs.gov no later than **12:00 Noon Eastern Time, June 1, 2004**. This submission, prior to proposal submission, will allow the survey process to get underway prior to the RFP closing. In addition to the references information, please furnish the project title or contract number associated with the reference. Key personnel are generally defined as those individuals, who in their decision-making role have direct impact on the final product/services under the contract.

Factor 5 – Cost/Price

TSA will evaluate the proposed price to determine the Offeror's understanding of the work and ability to perform the Delivery Order, and whether proposed prices are fair and reasonable.

The Government shall evaluate unbalanced pricing. An offer may be rejected if the Contracting Officer determines a lack of balance poses an unacceptable risk to the Government.

Proposals will be evaluated by adding the option items to the basic items to be awarded. Evaluation of the options does not obligate the Government to exercise the option.

Proposals will be evaluated for reasonableness, realism, and risk. Reasonableness and realism may be established by the existence of adequate price competition. An offer may be rejected if the Contracting Officer determines that unbalanced pricing among the contract years poses an unacceptable risk to the Government.